

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

MEETING DATE: 5/19/04

DIVISION: COUNTY ADMINISTRATOR

BULK ITEM: YES

DEPARTMENT: AIRPORTS

AGENDA ITEM WORDING: Approval of lease amendment for the Conch Flyer, Inc., at the Key West International Airport, extending the term of the agreement

ITEM BACKGROUND: The amendment extends the term of the lease agreement to January 22, 2010, per item 1, of the Amendment to Airport Lease, dated 4/8/98.

PREVIOUS RELEVANT BOCC ACTION: Approval of lease with predecessor, and amendments dated 1/23/85, 10/7/92, 4/8/98, and 12/17/03.

CONTRACT/AGREEMENT CHANGES: Extends term of lease, per Amendment to Airport Lease, dated 4/8/98.

STAFF RECOMMENDATION: Approval

TOTAL COST: None

BUDGETED: N/A

COST TO AIRPORT: N/A

SOURCE OF FUNDS: N/A

COST TO PFC: N/A

COST TO COUNTY: N/A

REVENUE PRODUCING: Yes

AMOUNT PER YEAR: ~ 53,500.00

APPROVED BY: County Attorney X OMB/Purchasing X Risk Management X

DIRECTOR OF AIRPORTS APPROVAL \_\_\_\_\_

  
Peter J. Horton

DOCUMENTATION: Included X

To Follow

Not Required

AGENDA ITEM #

D34

DISPOSITION: \_\_\_\_\_

/bev  
APB

# MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract #

Contract with: Conch Flyer, Inc.

**Revenue Producing**

Effective Date: 1/23/05

Expiration Date: 1/22/10

Contract Purpose/Description: Lease amendment extending term of agreement

Contract Manager: Bevette Moore  
(name)

# 5195  
(Ext.)

Airports - Stop # 5  
(Department/Courier Stop)

for BOCC meeting on: 5/19/04

Agenda Deadline: 5/4/04

## CONTRACT COSTS

Total Dollar Value of Contract: N/A

Current Year Portion: N/A

Budgeted? N/A

Account Codes: N/A

Grant: N/A

County Match: N/A

## ADDITIONAL COSTS

Estimated Ongoing Costs: N/A  
(not included in dollar value above)

For: .  
(eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

	Date In	Changes Needed Yes No	Reviewer	Date Out
Airports Director	<u>4/26/04</u>	( ) (X)	<u>RTH</u> Peter Horton	<u>4/26/04</u>
Risk Management	<u>4/13/04</u>	( ) (X)	<u>William Grumhaus</u> William Grumhaus	<u>4/13/04</u>
O.M.B./Purchasing	<u>1/1/</u>	( ) (X)	<u>Sheila Barker</u> Sheila Barker	<u>4/28/04</u>
County Attorney	<u>1/1/</u>	( ) ( )	<u>Rob Wolfe</u> Rob Wolfe	<u>3/19/04</u>

Comments: it would be desirable and in the best interests of the county  
and the Conch Flyer Restaurant to increase the General liability and  
liquor liability limits to at minimum \$1 million. These insurance limits  
have not been increased since 1983 and this amendment will run  
to 2010. RB

# LEASE AMENDMENT

KWIA

Conch Flyer, Inc.

This is an amendment to a lease dated April 18, 1983 (hereafter the original agreement) by and between the predecessor in interest to the Conch Flyer, Inc., (hereafter Lessee), one Fred B. Sellers, Sr., and Monroe County, a political subdivision of the State of Florida (hereafter County).

## WITNESSETH

IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

1. The original lease agreement between the parties (and Lessee's predecessor), and amendments dated January 23, 1985, October 7, 1992, April 8, 1998, and December 17, 2003 are attached to this lease amendment and made a part of it.

2. The term of the original lease agreement is extended from January 23, 2005 through January 22, 2010, as authorized by the April 1998 amendment to the original lease agreement.

3. In all other respects the original lease agreement, as amended, remains in full force and effect.

4. This lease amendment will take effect on the signature date of the last party to execute it.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year indicated below.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By \_\_\_\_\_  
Deputy Clerk

Date \_\_\_\_\_

By \_\_\_\_\_  
Mayor/Chairman

(SEAL)

Attest:



By Michelle Marple  
Title Customer Service  
Date 4.8.04

CONCH FLYER, INC.

By [Signature]  
Title PRESIDENT

jairconchflyerX

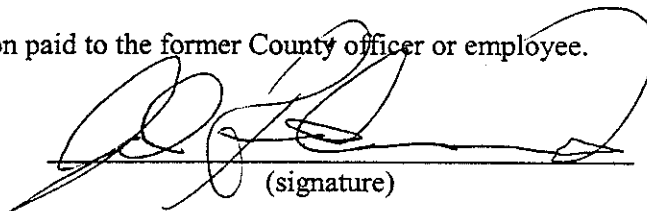
MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:

[Signature]  
ROBERT N. WOLFE  
CHIEF ASSISTANT COUNTY ATTORNEY  
Date 3-19-04

**LOBBYING AND CONFLICT OF INTEREST CLAUSE  
SWORN STATEMENT UNDER ORDINANCE NO. 010-1990  
MONROE COUNTY, FLORIDA**

**ETHICS CLAUSE**

\_\_\_\_\_ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

  
(signature)

Date: 4.12.2004

STATE OF Florida

COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_ who, after first being sworn by me, affixed his/her

signature (name of individual signing) in the space provided above on this 12th day of

April, 2003.

  
NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4



## PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

By: \_\_\_\_\_

A large, stylized handwritten signature in black ink is written over the horizontal line following the word "By:". The signature is cursive and appears to be a first name followed by a last name, though the specific letters are not legible.

**LEASE AMENDMENT**  
Conch Flyer, Inc.

This is an amendment to a lease dated April 18, 1983 (hereafter the original agreement) by and between the predecessor in interest to the Conch Flyer, Inc., (hereafter Lessee), one Fred B. Sellers, Sr., and Monroe County, a political subdivision of the State of Florida (hereafter County).

**WITNESSETH**

WHEREAS, additional security measures have rendered part of the Lessee's premises unusable as part of a restaurant and lounge;

WHEREAS, the County desires to make available space at KWIA equivalent to that lost by the Lessee due to additional security measures; now, therefore

IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

1. The original agreement, and amendments dated January 23, 1985, October 7, 1992 and April 8, 1998, are attached to this lease amendment and made a part of it.

2. The description of the Lessee's premises set forth in Article I, paragraph A.1, of the original agreement is modified by Exhibit A which is attached to and made a part of this lease amendment. The parties agree that Lessee's premises now consist of those depicted in Exhibit A.

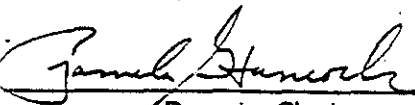
3. In all other respects the original agreement, as amended, remains in full force and effect.

4. This lease amendment will take effect on the signature date of the last party to execute it.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year indicated below.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK


By   
Deputy Clerk  
Date December 17, 2003

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

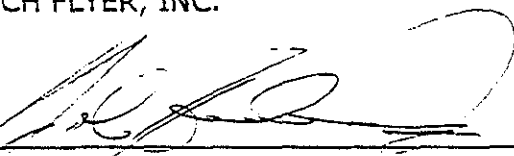
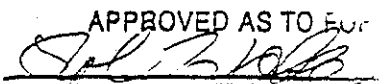
By   
Mayor/Chairman

(SEAL)

Attest:

By   
Title \_\_\_\_\_  
Date 11-13-03  
jairportconchflyer

CONCH FLYER, INC.

By   
Title \_\_\_\_\_  
MONROE COUNTY  
APPROVED AS TO FORM  
  
ROBERT N. WILLIAMS

## **EXHIBIT 'A'**

**AIR SIDE AND LAND SIDE LEASE AREAS**

~~Security Fence~~

### Existing Outdoor Area

# CONCH FLYER

Land side

~ 738 square feet

**- Now -**

P70 -

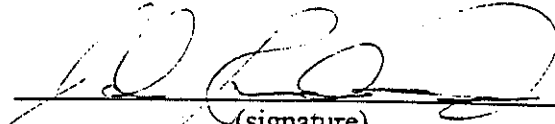
Air side



SWORN STATEMENT UNDER ORDINANCE NO. 10-1990  
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

John Richmond warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

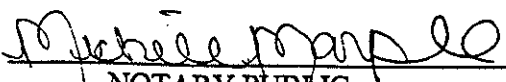
  
(signature)

Date: 12.1.03

STATE OF Florida  
COUNTY OF Monroe

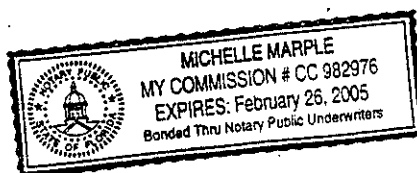
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

John Richmond who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 1st day of December, 2003.

  
NOTARY PUBLIC


My commission expires: 2-26-05

OMB - MCP FORM #4



## PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

A handwritten signature, possibly "AR", is enclosed within a hand-drawn oval.

11810

## AMENDMENT TO AIRPORT LEASE

This is an amendment to a lease dated April 18, 1983 (hereafter the original agreement), by and between the predecessor in interest to the Conch Flyer, Inc., (hereafter Lessee or Tenant), one Fred B. Sellers, Sr., and Monroe County, a political subdivision of the State of Florida (hereafter Lessor).

### WITNESSETH:

That the original agreement, and the addenda to it dated October 7, 1992 and January 23, 1985, all of which are attached to and made a part of this amendment, are hereby amended as follows:

1.) Article II is amended to read:

The term of this lease is extended until January 22, 2005. The Lessee may renew the lease for one additional 5-year term by notifying the Lessor in writing on or before July 22, 2004, of Lessee's intent to renew. The Lessor may decline to grant the renewal of this lease if, at any time during the period up to January 22, 2005, Lessee has committed, permitted, suffered or caused acts or omissions that constitute a breach of this lease, regardless of whether the Lessee either cured the act or omission or the Lessor waived treating such act or omission as a breach.

2.) Article III A.1, second paragraph, is amended to read:

Lessee acknowledges, and consents to the disruption of its business operations during the approximately first 18 months following the effective date of this amendment because of the Lessor's reconstruction of the terminal building at Key West International Airport. Lessee agrees to make no claim against Lessor for such disruption or any claim based on business lost during the period of reconstruction. During the period of reconstruction the Lessee must make the

improvements to the premises set forth in Exhibit A to this amendment. Exhibit A is attached to this amendment and incorporated into it.

3.) Article III E. is hereby amended by the addition of the following:

Lessee must also pay the Lessor \$75.00 per month for sewer service, which amount will be increased annually by a percentage equal to the increase in the c.p.i. (Miami/Ft. Lauderdale are) for the previous year.

4.) Article III G, the last sentence, is amended to read:

In the event Lessor is obligated to participate in any court proceedings in order to enforce any of its rights under this paragraph or to collect its rentals, fees and charges, Lessor, if successful in pursuing such litigation, shall be entitled to an additional amount in such sum as any District Court or Circuit Court having competent jurisdiction shall determine as a reasonable market value attorney's fee.

5.) Article XIV, the insurance requirements, are amended to read:

The Lessee must keep in full force and effect during the term(s) of this lease the insurance set forth in Exhibit B. Exhibit B is attached to this amendment and incorporated into it.

6.) Article XXVI is hereby struck and is of no further force and effect.

7.) Article XX is amended to read:

#### ARTICLE XX - NOTICES

Notice to Lessor provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Director of Airports, Monroe County  
Key West International Airport  
3491 South Roosevelt Boulevard  
Key West, Florida 33040

and notice to Lessee, if sent by certified mail, postage prepaid, addressed to:

John Richmond  
Conch Flyer  
3495 S. Roosevelt Boulevard  
Key West, Florida 33040

or to such other respective addresses as the parties may designate to each other in writing from time to time.

8.) Article XXVII is amended to read:

A. The Tenant for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, office of the Secretary, part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Airport Owner shall have the right to terminate the lease and to re-enter and as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed including exercise or expiration of appeal rights.

B. It shall be a condition of this lease, that the Lessor reserves until itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

That the Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

That the Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

C. This lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments under which the Airport Owner acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the Airport Owner, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Airport Owner pertaining to the Key West International Airport.

D. Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed

that the rights granted under this agreement are nonexclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport.

9.) Article XXIX is hereby created to read:

Venue for any litigation arising under this agreement must be in a Court of competent jurisdiction in Monroe County, Florida.

10.) Except as specifically provided in this amendment to the airport lease agreement, the terms, conditions, obligation and duties of the original agreement and addenda remain in full force and effect.

11.) This amendment to the airport lease will take effect on the date of the signature of the last party to execute it.



(SEAL)  
ATTEST: DANNY L. KOLHAGE, CLERK

By *Patt J. Jantzen*  
Deputy Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS OF  
MONROE COUNTY, FLORIDA

By *John London*  
Mayor/Chairman

CONCH FLYER, INC.

By: *[Signature]*  
An Officer authorized by the  
corporation to execute lease  
agreements

pcon/amndconk.doc

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY.  
BY *[Signature]*  
ROBERT N. WOLFE  
DATE 3-17-98

AIRPORT LEASE

THIS LEASE AGREEMENT made and entered into this 18th day of April, 1983, by and between COUNTY OF MONROE, STATE OF FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "Lessor", and FRED B. SELLERS, SR.

hereinafter referred to as "Lessee".

W I T N E S S E T H

WHEREAS, the Lessor is the owner of that property known as Key West International Airport, upon which is a Cocktail Lounge and Coffee Shop, all located in Monroe County, Florida, which shall hereinafter be termed "Airport", and

WHEREAS, the Lessor desires to enter into a Lease Agreement with the Lessee to provide for the operation of said Coffee Shop and Cocktail Lounge, and

WHEREAS, the parties desire to put into writing the full and complete understanding between the Lessor and Lessee as concerns the use and operation of said property,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements that are contained herein as well as other valuable considerations, the Lessor does hereby grant and lease to the Lessee that certain property together with its facilities, all licenses and privileges known as the Airport Lounge and Coffee Shop located on the Airport Terminal premises in Key West, Florida, and in so doing agrees as follows:

ARTICLE I - PREMISES

A. USE OF THE AIRPORT.

A.1 It is understood that Lessee is entitled to use together with others the Airport facilities and appurtenances located within the Airport Terminal, having rights to the improvements and services located on said property and in particular shall have the exclusive use in operating the Coffee Shop and Cocktail Lounge within said Terminal described as follows;



A 1,724 square foot Cocktail Lounge, Restaurant and Coffee Shop and a 1,098 square foot kitchen, washrooms, utility area, all located within the passenger terminal building at the Key West International Airport, Key West, Florida. Also to include the area between the Airport Terminal and to the western edge of the fire access road located adjacent to the P.B.A. Building and the parking ramp in front of the Terminal reflected on the plans made a part hereof and marked Exhibit "A". It is understood that no major structural or design change shall be made from Exhibit "A" or shall be begun except with written consent of Lessor.

A.2 This operation shall permit the retail sale of food and beverages normally associated with an airport restaurant and coffee shop. No other operation concerning the sale of food and/or beverages shall be allowed in the terminal building during the term of this lease, except the sale of packaged candy, gum, etc., in the gift shop or sodas, etc., in vending machines.

A.3 That the Lessor shall cause the transfer for the retail liquor license 6 COP No. 54-515 from a third party to the Lessee upon the execution and delivery of this lease. That said retail liquor license shall not be transferred from the present location, namely, Key West International Airport, Key West, Florida. Further, that in the event this lease shall expire or shall be terminated by reason of violation or non-performance by the Lessee of any of the covenants, agreements, and/or conditions herein, the Lessee agrees to execute whatever documents may be required to transfer the said retail liquor license to the Lessor, or to such person or persons as Lessor may designate. Further, it being fully understood and agreed by and between all parties to this lease, that said retail liquor license has not been sold to the Lessee but merely transferred to him during the period of this lease, or until this lease is terminated by reason of violation or non-performance by the Lessee of any of the covenants, agreements and/or conditions herein, or until assigned as a part of any assignment, pursuant to clause XIX herein. During the term of this lease, Lessee shall pay any and all fees or assessments required for the continuation of the said license, and the cost of any existing licenses, fees or assessments shall be pro rated at the time the lease becomes effective.

A.4 This operation shall also permit

lounge and any others that may be compatible with the activities of an airport terminal, excluding, however, any and all forms of entertainment other than music of a piano bar or non-electric guitar. Such music entertainment shall not be amplified. Other forms of entertainment may be permitted with written consent of the Lessor. This does not exclude a vocalist accompanied by the piano or guitar. Any sound source so loud as to be heard in the main ticketing area shall be prohibited. Any exceptions for after hours entertainment, 11:00 P.M. until 4:00 A.M., will require the express written consent of the Airport Manager.

B. LEASEHOLD.

B.1 The leasehold granted herein permits said Lessee to use said leasehold with respect to any and all privileges permitted and granted therein explicitly subject, however, to reasonable rules and regulations as promulgated by the Lessor.

B.2 Lessee agrees that they will comply with any and all requirements of the Statutes, ordinances, rules, orders, regulation requirements of either the Federal, State and/or County or City governments and any and all departments, commissions, and bureaus which have an application to this type of operation.

B.3 The Lessee shall have the right of egress and ingress from and to said property, except as herein provided otherwise, to the demised properties described in the above paragraphs which permission shall run to its employees, agents, customers and/or patrons and those who supply materials or services for the repair and maintenance thereof without any charge to Lessee. It is, however, understood that this Lease Agreement as set forth in this paragraph has no limitations whatsoever on Lessor's right to an imposition of charges upon any ground transportation services.

ARTICLE II - TERM

This lease and all the rights herein granted shall become operative and effective on the 18th day of April, 1983, and shall end and terminate on the 17th day of April, 1993, unless sooner terminated by

provisions hereinafter described. It is understood that the term initially granted herein is for a period of ten (10) years.

ARTICLE III - RENTAL CHARGES

A.1 The Lessee agrees to pay the Lessor at places so designated by the Lessor for the use of these premises, facilities, rights, licenses, services and privileges granted hereunder, the following rentals, fees and charges, all payable in monthly installments covering the ensuing calendar months. Should it occur that the commencement or cessation of the terms with respect to any of the particular premises, facilities, rights, licenses, services and privileges as herein provided falls on any date other than the first or last day of a calendar month, the applicable rentals, fees and charges for that month shall be paid for that month prorata according to the number of days in that particular month during which said particular premises, facilities, rights, licenses, services and privileges were enjoyed; and the Lessee further agrees to pay on or before the 15th day of each month following the last day of each calendar month throughout the leasehold term the following:

- (a) That Lessee agrees to pay 10% of gross proceeds or receipts each month but no less than a guaranteed \$2,000.00 per month.
- (b) First month's guaranteed rent of \$2,000.00 shall be paid when this lease is signed and a security deposit equal to a guaranteed month's rent to be paid when business opens.

It is agreed by the parties hereto that during the first five (5) years of this lease agreement, the Lessee shall be entitled to a credit for any rental sum due to the Lessor in excess of \$2,000.00 per month until the amount expended for permanent improvements made on the premises such as the plumbing, the electrical work, the duct work for the air conditioning and other permanent fixtures, (excluding however, the furnishings), have been recaptured by Lessee. Said credit shall extend until such permanent improvements have been recaptured in accordance with a list of the same attached hereto and marked Exhibit "B" and approved by both the Lessor and Lessee. The determination of credit shall be based on invoices evidencing

B. It shall be required that the Lessee shall maintain financial records according to accepted accounting practices of any and all transactions relating to the operations incorporated in this lease. The records as aforementioned shall be open to scrutiny by the Lessor or its agent, at any time it is so desired and that a private operating statement shall be afforded to the Lessor each six (6) months of this lease term. Inspection by the Lessor shall be accomplished as is stated herein at any reasonable business hour.

C. All taxes and assessments which may be lawfully levied by duly constituted taxing bodies upon the Lessee shall be paid by said Lessee in connection with the operation as provided in this lease. Lessor agrees not to levy any license or permit fee or special assessment on the Lessee that would restrict or interfere with the exercise or enjoyment of the rights and privileges granted herein; provided this shall not prevent the Lessor from making charges to the Lessee for the use of the Airport, its facilities and services herein specifically authorized.

D. It is mutually agreed by the parties hereto that Lessee shall open the business within six (6) months after the signing of this lease. Rental charges shall commence with the opening of said business.

E. Lessee shall pay for any and all charges for the disposition of trash and garbage, provide janitorial services on these premises, all electric power, water and any and all other utilities required and maintenance.

F. Lessee shall provide all equipment or accessories needed to operate a first-class restaurant and cocktail lounge, which said fixtures and equipment shall conform as nearly as possible with the architecture and design of the premises. All such fixtures and equipment which shall be attached to and be a part of the real estate shall become the property of the Lessor at the termination of this lease. Lessee shall be required to install a certified fire extinguisher system or a "kitty" system over the cooking area prior to the opening of this operation.